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DEEDS

RESTRICTIONS AND COVENANTS APPLICABLE TO McDADE ESTATES SUBDIVISION, SECTION III, IN THE W. S. ALLEN SURVEY, ABSTRACT NO. 2, MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS []

COUNTY OF MONTGOMERY []

WHEREAS, McDade Estates, Inc., a Texas corporation of Montgomery County, Texas, is the owner in fee simple of the hereinafter described premises in Montgomery County, Texas:

BEING McDade Estates Subdivision, Section III, in the W. S. Allen Survey, Abstract No. 2, in Montgomery County, Texas, as per map or plat of said subdivision of record in Volume 12, Pages 62 & 63, Map Records of Montgomery County, Texas;

and,

WHEREAS, it is the desire of said owner of said subdivision for the purpose of insuring harmonious, pleasant and satisfactory living conditions in a residential subdivision, and to insure means for mutually safe-guarding and enhancing the value of investments in said subdivision by each property owner therein, to fix and adopt the restrictions, covenants and provisions set forth hereinafter, which said restrictions, covenants and provisions shall govern the development and use of said subdivision, and shall be binding upon the undersigned, it's successors, heirs, legal representatives or assigns, for the term stipulated herein.

SECTION I: ARCHITECTURAL CONTROL

1. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part 6 hereof.

2. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of S. A. Kasmiersky, R. E. Buford, and Bobby Cantrell, all of Conroe, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the

committee, nor its designated representative, shall be entitled to any compensation of services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it any of its powers and duties.

3. PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. VARIANCES, DEVIATIONS AND EXCEPTIONS ALLOWED: The Architectural Control Committee, may, in its discretion, approve variances, deviations and exceptions from the provisions of these restrictions, where, in the Committee's opinion, such change will result in a more commonly beneficial use and such change would be in keeping with the over-all intentions of these restrictions. Building lines may be deviated from those shown on the recorded plat with Committee's approval.

SECTION II: GENERAL CONSTRUCTION RESTRICTIONS

1. EASEMENTS: It is understood and agreed that the easements granted herein are reserved as permanent easements for the purpose set forth in said paragraphs and are not subject to the time limit applicable to other restrictions. Easements as shown and called for on the official plat of said subdivision have been dedicated for the installation, operation and maintenance therein of utilities servicing the needs of residents in this subdivision. Ground easements are drawn and marked on the official plat. All facilities of storm sewers, water mains, sanitary sewers, gas mains, electric power lines and telephone lines will be installed upon street right-of-way and easements as dedicated on the official plat. Title to all utility systems and to all parts thereon shall remain vested in the person, firm, corporation, political unit having due and legal authority to install, own and operate such system, and no right of ownership therein, or any part thereof shall pass to any owner of real property in this subdivision by virtue of such ownership. The owners of utility systems shall have prior rights in the use or land under easements as against the owner of such land.

2. BUILDING SITES: A building site consists of one lot, or one or more lots, or parts of two adjoining lots. Building sites made up of fractional parts of adjacent lots shall be no smaller in area and have no less footage than the larger of the two lots as shown on the official plat, if there be any difference between the size of the two lots involved. Under no circumstances shall a residence be built no less than one whole lot as dedicated on the official plat.

3. BUILDING TYPE AND SIZE: The building erected upon any building site shall consist of not more than one one-family dwelling establishment. No building shall be erected upon any building site, nor any building altered, placed or permitted to remain on such site other than one detached one-family dwelling, together with housing space for usual family requirements, such as garage, household laundry, storage, or servant's quarters. The covered part of the dwelling proper, exclusive of garage, shall contain no less than one thousand eight hundred (1,800) square feet on one-story buildings and shall contain not

less than two thousand three hundred (2,300) square feet on two-story dwellings. Said square footage areas shall be measured exclusive of open porches, garages and servants' quarters. Garages may be built attached to or separate from the dwelling proper. All buildings shall have either concrete slabs or solid beam foundations and no concrete block or brick pier foundations shall be used with void spaces between piers along front sides of unit. All buildings shall be constructed with brick covering at least sixty (60) per cent of the outside area, except that at the sole option of the Architectural Control Committee an exception may be made that would be in keeping with the over-all intentions of these restrictions. No building shall be erected off of the premises and moved from other premises into said subdivision. That is, no other building shall be moved from other premises into said subdivision and all buildings or units shall be constructed and erected on said premises. No garage or carport shall face and open to the street at less than a 90° angle unless the door is located fifty (50) feet or more from the front lot line except that at the sole option of the Architectural Control Committee an exception may be made that would be in keeping with the over-all intentions of these restrictions.

4. BUILDING LOCATION ON SITE: For these purposes, porches, stoops, bays and covered areas are considered a part of the building. No part of any building shall be closer than twenty-five (25) feet from the front property line and shall be no closer than ten (10) feet to interior side division lines of building sites. The drip line of eaves shall be kept back from side and back property lines by at least one foot. In cases where building is done adjacent to easements, encroachments upon such easements by any part of such building, including foundations and eaves, shall be at the owner's risk. All residences shall be erected with the front thereof facing the street with the smallest area adjacent to said lot. That is the residence shall be erected fronting on the street adjacent to the smallest frontage of said lot.

5. SEQUENCE OF BUILDING: No housing for garage, servants' quarters, or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually underway;

6. TEMPORARY STRUCTURES: No temporary structures such as a trailer, tent, shack, shed, a storage room or garage shall be used at any time on any building site in this subdivision as either temporary or permanent residence.

7. WATER SUPPLY: Water for this subdivision will be provided by distribution lines connected to the water system of McDade Estates Water System, its successors or assigns, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used.

8. SANITARY SEWERS AND DRAINAGE: No cesspool or other individual sewage system shall be constructed or used on any lot except a septic tank system approved by the State and County Health Officers. Use of outside toilets shall not be permitted under any circumstances. No effluent line shall be discharged into any drainage line or ditch. At such time as the City of Conroe, Montgomery County, Texas, should furnish sanitary sewer lines adjacent to or connecting with said subdivision, all property owners shall be and are hereby required to use such sanitary sewer facilities and to connect onto said sewer lines at the property owner's expense. At such time, the use of septic tanks will no longer be permitted. All sewer systems shall be approved by the

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Architectural Control Committee and shall meet the requirements set by the State and County Health Officers and the Architectural Control Committee. Where driveways cross flowing ditches, pipes of sufficient size to permit the free flow of water shall be installed.

9. WALLS AND FENCES: Walls and fences, if any, shall be no higher than six (6) feet above ground; shall be no closer to the front street property lines than the front of the dwelling located on said lot and no closer than ten (10) feet to side street lines. Any erection of any wall, fence or other improvement on any easement shall be at the property owner's risk.

10. LANDSCAPING: No landscape planting shall be done on any building site until the landscape plans have been first approved by the Architectural Control Committee. The area between the front lot line and the front of each dwelling shall, within the thirty (30) days following completion of construction of the dwelling, be landscaped according to plans approved by the Architectural Control Committee.

SECTION III: GENERAL USE RESTRICTIONS

1. ON THE STREET PARKING: At all times those areas of street right-of-way between pavement and property lines shall be maintained from encumbrances by personal or private property, except for the routine parking of passenger vehicles in operable condition and in reasonably regular use.

2. SIGNS: No signs consisting of advertising display or devices of any type or kind shall be in public view on any building site in this subdivision, except for builders' signs during construction and sales period, or to advertise a property for sale, in which latter case, one installation on the building site of not more than five (5) square feet of sign space shall be the maximum allowable.

3. PETS, POULTRY AND LIVESTOCK: No animals of any kind, livestock, horses, or poultry shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

4. MINERAL DEVELOPMENT: No oil well drilling, oil development operation, or oil refining of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks or mineral excavations be permitted on any lot. No derrick or other structures designed for use in drilling for oil, or natural gas shall be erected, maintained or permitted upon any of said lots; provided, however, that this provision shall not prevent the leasing of the land above described or any portion thereof, for oil, gas and mineral purposes and the development of the same, it being contemplated that said premises or portions thereof may be developed from adjacent lands by directional drilling operations.

5. NUISANCES: No nuisance shall be maintained nor any noxious or offensive activity carried on upon any lot, building site or tract of land in this subdivision; nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

6. FIREARMS: The use or discharge of pistols, rifles, shot guns or other firearms is expressly prohibited on any part of the property.

7. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain

on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner form the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8. LAND USAGE : No lot, building site or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single dwelling house not to exceed two and one-half stories in height and a private garage for the family vehicles. No business of any type, kind or character, or apartment house, nor any occupation or business for commercial gain or profit shall be done or carried on in said residential area. All parts of said subdivision are hereby designed as a residential area, except Reserve Areas.

9. GARBAGE AND TRASH DISPOSAL: Garbage and trash or other refuse accumulated in this subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any resident of this subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10. YARD APPEARANCE: All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds, and grass thereon, cut and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment, wood-piles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

SECTION IV: GENERAL PROVISIONS:

1. TERM: These covenants, restrictions and/or provisions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date; after which time said covenants, restrictions and provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed and acknowledged by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part at the expiration of any such ten (10) year period.

2. SEVERABILITY: Restrictive covenants, and each part of any covenant, shall be held severable, in that the invalidation of any covenant or part thereof by Court Judgment shall not run to any other provision by restrictive covenants, and said other provisions shall remain in full force and effect.

3. RESTRICTIONS: These restrictions, covenants, terms and provisions shall not apply to those tracts designated on the Map or Plat of McDade Estates Subdivision (Section III) recorded in Volume 12, Pages 62-63 of the Map Records of Montgomery County, Texas, as RESERVE AREA and said areas shall be free of these restrictions.

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4. PERMANENT MAINTENANCE FUND: Each building site shall be subject to an annual maintenance charge at a rate not to exceed Ten and No/100 (\$10.00) Dollars per lot per month, but not to exceed One Hundred Twenty and No/100 (\$120.00) Dollars per year, for the purpose of creating a fund to be known as "Maintenance Fund", which said charge shall be payable by each building site owner to McDade Estates Improvement Association annually in advance each year, commencing January 1, 1976. To secure the payment of such maintenance charge, a Vendor's Lien shall be retained in favor of McDade Estates Improvement Association, its successors and assigns, against the building sites, premises and improvements thereon, and each Deed conveying a building site shall contain appropriate recitations imposing the Maintenance Charge and creating a Vendor's Lien. Such Maintenance Charge may be adjusted from year to year by McDade Estates Improvement Association as the needs of the property may in its judgment require, but in no event shall such charge be raised above Ten (\$10.00) Dollars per month, or One Hundred Twenty (\$120.00) Dollars per year. McDade Estates Improvement Association shall apply the total funds arising from such charge, so far as the same may be sufficient, towards the payment of expenses incurred in the entire McDade Estates Subdivision Development for any and all of the following purposes: street lights, constructing and maintaining parks, parkways, rights-of-way, easements, esplanades, and other public areas, collecting and disposing of garbage, ashes, rubbish and the like, payment of legal and all other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions, and conditions affecting said property to which the Maintenance Charge applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the Maintenance Charge employing policemen and watchmen, caring for vacant lots, and doing any other thing necessary or desirable in the opinion of McDade Estates Improvement Association, to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the property, it being understood that the judgment of McDade Estates Improvement Association in the expenditure of said funds shall be final and conclusive as long as such judgment is exercised in good faith. Such maintenance charge, shall in any event remain in effect until January 1, 1986, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose and filing the same for record in the office of the County Clerk of Montgomery County, Texas, at any time prior to January 1, 1986, or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter. In the event that the garbage pickup service monthly charge is increased above Five and 50/100 (\$5.50) Dollars per month per building site, then, in that event, any such increase over and above said Five and 50/100 (\$5.50) Dollars per month shall be added to the monthly maintenance charge. No maintenance charge shall ever be levied against any lot owned by McDade Estates, Inc., the owner and developer of this subdivision.

5. ENFORCEMENT: Enforcement of restrictive covenants shall be by proceedings at law or in equity against any person or parties violating or attempting to violate any restrictions, covenants or terms and legal remedy shall lie in restraint of violation or in recovery of said damages. The right of legal action in enforcement shall accrue to any owner of property in this subdivision or any claimant thereunder, and to any political unit or government authority having jurisdiction in the matter in question.

6. LIENS: Liens upon any lot, building site or tract of land in this subdivision given to secure payment of notes for purchase money advanced, or for improvements made or to be made, for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such

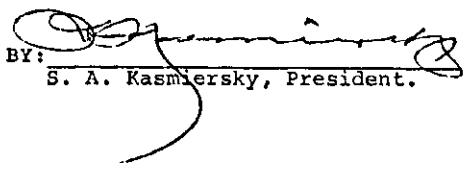
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lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgment against such owner of such lot, building site or tract of land; said premises shall remain subject to such liens; and, no release of any restrictive covenants, any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns, or successors as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

7. **OPTION TO RE-PURCHASE:** In the event that any Grantee, his heirs, assigns or legal representatives, desire to sell their interest in any lot or lots or any portion thereof at any time in the future, they shall give Owner, McDADE Estates, Inc., its successors or assigns, the first refusal to purchase said property at the same price and under the same terms which the proposed seller has been offered for said premises. In the event that Owner, its successors or assigns, offer the same price and terms which the proposed Seller has been offered for said premises, the proposed Seller, his heirs or assigns, or legal representatives, agree to re-convey to Owner, but if Owner shall fail within fifteen (15) days from the receipt of such written offer to exercise such option, then the proposed Seller shall be free to sell said premises to the purchaser of his choosing.

EXECUTED this the 14th day of November, 1975.


S. A. Kasmiersky, Secretary

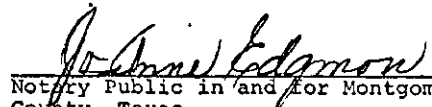
McDADE ESTATES, INC.
BY: 
S. A. Kasmiersky, President.

STATE OF TEXAS []
COUNTY OF MONTGOMERY []

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared S. A. KASMIERSKY, President of McDADE ESTATES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said McDADE ESTATES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

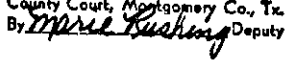
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of December, A. D. 1975.




Notary Public in and for Montgomery County, Texas.
JO ANNE EDGMON

FILED FOR RECORD
AT 4 O'CLOCK PM

DEC 18 1975

ROY HARRIS, Clerk
County Court, Montgomery Co., Tx.
By  Deputy